

JUN 1 4 55 PM '71
MORTGAGE OF REAL ESTATE—Office of L. H. Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
B. N. C.
SECOND

BOOK 1193 PAGE 235

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JOHN R. NEW,

(hereinafter referred to as Mortgagor) is well and truly indebted unto VICTOR E. FIENUP

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Ten Thousand and No/100

Dollars (\$ 10,000.00) due and payable

in full two years after date,

with interest thereon from date at the rate of eight per centum per annum, to be paid: two years after date

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in Gantt Township, near the City of Greenville, in the County of Greenville, State of South Carolina, on the west side of Old Augusta Road (Old U. S. Highway 25), being shown on a plat of property of George S. Rainey, prepared by J. Mac Richardson, dated April, 1954, recorded in the RMC Office for Greenville County, S. C. in Plat Book HH, page 75, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Old Augusta Road at the joint front corner of property of mortgagor and property now or formerly owned by Waco F. Childress, which point is 245 feet north of corner of property formerly belonging to George S. Rainey and the Shockley property, and running thence N. 80-50 E. 553.7 feet to a nail in a tie in the center line of a railway spur track leading to Donaldson Center (formerly Donaldson Air Base); thence along the center line of said spur track N. 3-10 E. 270.7 feet to a nail in a tie at the joint rear corner of property formerly belonging to George S. Rainey and property of Goldsmith and Kilgore; thence along the joint line of the Goldsmith and Kilgore property S. 87-55 E. 521 feet to an iron pin on the west side of Old Augusta Road; thence along Old Augusta Road S. 1-45 E. 245 feet to the point of beginning.

This mortgage in junior in lien to the mortgage given by John R. New to The Peoples National Bank, Greenville, S. C. dated January 30, 1968 in the amount of \$25,000 recorded in Mortgage Book 1082, page 627.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.